



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

BIDS AND AWARDS COMMITTEE

BAC Resolution No. CPM-PB-31-2022

**RESOLUTION RECOMMENDING AWARD OF THE CONTRACT ON
PROCUREMENT OF DFA AUDITORIUM REHABILITATION AND RETROFITTING**

WHEREAS, the Department of Foreign Affairs, through the authorized appropriations under the FY 2021 Continuing Appropriations – CO Buildings, intends to apply the sum of One Hundred Forty Six Million Pesos (Php 146,000,000.00) only being the Approved Budget for the Contract (ABC) to payments under the contract for the DFA Auditorium Rehabilitation and Retrofitting (“Procurement”);

WHEREAS, said Procurement is chargeable against OAMSS's FY 2021 Continuing Appropriations for CO-Buildings;

WHEREAS, on 10 October 2022, the Bids and Awards Committee (BAC) Secretariat, pursuant to Section 20 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, conducted a Pre-Procurement Conference to discuss the technical specifications, the availability of appropriations, and ensure that the Procurement is in accordance with the Project Procurement Management Plan and Annual Procurement Plan of the Department;

WHEREAS, on 18 October 2022, the Bids and Awards Committee (BAC) Secretariat posted for seven (7) consecutive calendar days the *Invitation to Bid* for the *Procurement of DFA Auditorium and Retrofitting* on the DFA and PhilGEPS websites, and conspicuous places within the premises of the DFA, in accordance with Section 21.2 of the IRR of RA No. 9184;

WHEREAS, on 26 October 2022, the BAC held a *Pre-Bid Conference* to discuss the eligibility requirements and the technical and financial components of the contract to be bid, which was attended by:

1. Columna Construction Corp.;
2. 21TH Construction Development Corp.;
3. Ron Mark Construction;
4. AlphaGold Corporation;
5. Wismon Construction & Development Corp.;
6. RMB Retrobuild & Construction, Inc.;
7. ACS Development & Property Managers, Inc.; and
8. NEW CC Barcelona Construction Corporation;

WHEREAS, on 10 November 2022, the deadline for the submission and receipt of bids as well as the date of opening thereof, V.B. Columna Costruction Corporation, C.C. Barcelona Construction Corporation, and R.D. Talens Construction and Trading submitted their bids, which the BAC determined to be as follows:

Name of Bidder	Eligibility and Technical Component	Financial Component
R.D. Talens Construction and Trading	Compliant	PhP 135,327,400.00
V.B. Columna Construction Corporation	Compliant	PhP 130,280,260.98
C.C. Barcelona Construction Corporation	Non-Compliant with the SLCC requirement, specifically on the need to support the SLCC with a Certificate of Final Acceptance issued by the project owner other than the contractor (Sec. 23.4.2.5 of the IRR of RA 9184)	Sealed

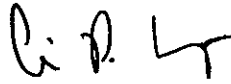
WHEREAS, during the bid evaluation held on 16 and 17 November 2022 pursuant to Section 32 of the IRR of RA 9184, the BAC determined the bid of V.B. Columna Construction Corporation to be the Lowest Calculated Bid;

WHEREAS, the BAC subjected **V.B. Columna Construction Corporation** to Post-Qualification on 21 November 2022 pursuant to Section 34.2 of the IRR of RA 9184, to determine whether it complies with and is responsive to all the requirements and conditions specified in the Bidding Documents;

WHEREAS, during the post-qualification and after careful evaluation, the BAC determined that the bid of **V.B. Columna Construction Corporation** was compliant with and is responsive to all the requirements and conditions specified in the Bidding Documents;

NOW, THEREFORE, we, the members of the Bids and Awards Committee, RESOLVE to RECOMMEND the award of the contract for the Procurement of DFA Auditorium Rehabilitation and Retrofitting to **VB. Columna Construction Corporation** for having submitted the Lowest Calculated and Responsive Bid in the amount of **One Hundred Thirty Million Two Hundred Eighty Thousand Two Hundred Sixty Pesos and Ninety-Eight Centavos (Php 130,280,260.98) only**, pursuant to Section 37 of the IRR of RA 9184.

ADOPTED, this 21st day of November 2022, Pasay City.



CHARLIE P. MANANGAN
BAC Chairperson



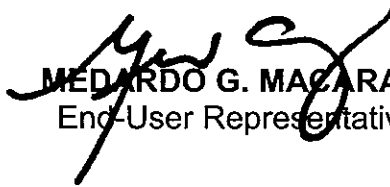
PAUL VINCENCIO L. UY
BAC Vice-Chairperson



JED ELROY E. RENDOR
BAC Member

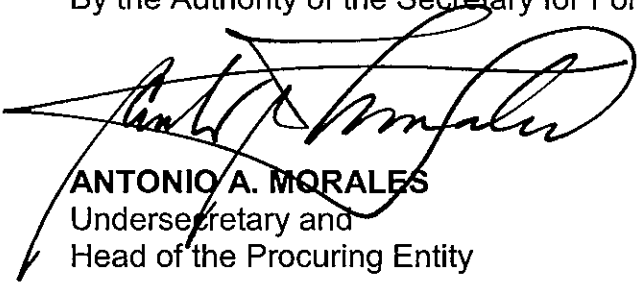


KERWIN ORVILLE C. TATE
BAC Alternate Member



MEDARDO G. MACARAIG
End-User Representative

Approved:
By the Authority of the Secretary for Foreign Affairs:



ANTONIO A. MORALES
Undersecretary and
Head of the Procuring Entity



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

NOTICE OF AWARD

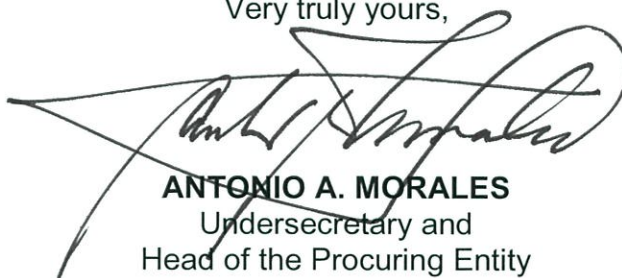
21 November 2022

Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department of Foreign Affairs, as contained in its Resolution No. **CPM-PB-31-2022** dated **21 November 2022**, the Department is awarding to your firm the contract for **DFA Auditorium Rehabilitation and Retrofitting** in the total amount of **One Hundred Thirty Million Two Hundred Eighty Thousand Two Hundred Sixty Pesos and Ninety-Eight Centavos (PhP 130,280,260.98) only**, including taxes and other lawful charges.

You are hereby required to provide, within ten (10) calendar days from receipt of this Notice of Award, a **Performance Security** in the acceptable form and amount stated in the Bidding Documents of said procurement, as well as sign the Contract within the same period, pursuant to Section 37 of the Revised IRR of RA 9184. Failure to provide the Performance Security or to sign the contract within the prescribed period shall constitute sufficient ground for the cancellation of the award and forfeiture of the bid security, or bid securing declaration, as the case may be.

Very truly yours,



ANTONIO A. MORALES
Undersecretary and
Head of the Procuring Entity

Mr. MANUEL A. LARITA

Representative

V.B. Columna Construction Corporation
33 Azucena St. Violeta Village
Sta. Cruz, Guiguinto, Bulacan



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

NOTICE TO PROCEED

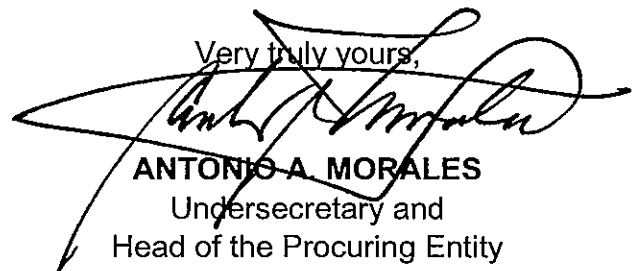
15 DEC 2022

Sir:

Please be informed that, pursuant to the Notice of Award dated 21 November 2022 signed by the Undersecretary and Head of the Procuring Entity, **V.B. Columna Construction Corporation** is hereby given the Notice to Proceed with the implementation of the contract for the Procurement of DFA Auditorium Rehabilitation and Retrofitting in the total amount of **One Hundred Thirty Million Two Hundred Eighty Thousand Two Hundred Sixty Pesos and Ninety-Eight Centavos (PhP 130,280,260.98) only**, inclusive of all taxes and other lawful charges.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act of 2003" and shall take effect upon receipt hereof.

Very truly yours,



ANTONIO A. MORALES
Undersecretary and
Head of the Procuring Entity

Mr. MANUEL A. LARITA
Representative
V.B. Columna Construction Corporation
33 Azucena St. Violeta Village
Sta. Cruz, Guiguinto, Bulacan

AGREEMENT FOR THE DFA AUDITORIUM REHABILITATION AND RETROFITTING

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the procurement of DFA AUDITORIUM REHABILITATION AND RETROFITTING (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 15 DEC 2022, between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HOPE) **ANTONIO A. MORALES**,

and

V.B. COLUMN CONSTRUCTION CORPORATION (hereinafter, the CONTRACTOR), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted **Securities and Exchange Commission (SEC)** dated **06 March 1992** as ANNEX "A", with business address at **33 Azucena St. Violeta Village, Sta. Cruz, Guiguinto, Bulacan, Region III, Philippines** represented by **MR. MANUEL A. LARITA**, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated **03 November 2022**, copy of which is attached as ANNEX "B" and made an integral part of this AGREEMENT.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited bids for the procurement of the Department's DFA Auditorium Rehabilitation And Retrofitting to be accomplished within twelve (12) months from the issuance of the Notice to Proceed (NTP), and has accepted a bid by the CONTRACTOR to provide the said services in the amount of **One Hundred Thirty Million Two Hundred Eighty Thousand Two Hundred Sixty and Ninety-Eight Centavos (PHP 130,280,260.98)** only, (hereinafter, the Contract Price) inclusive of all applicable taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to DFA Bids and Awards Committee BAC Resolution No. CPM-PB-31-2022 dated 21 NOVEMBER 2022 (ANNEX "C"), and Notice of Award (ANNEX "D"), complies with the applicable provisions of the Republic Act No. 9184 and its Implementing Rules and Regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The relevant definitions and provisions in the Philippine Bidding Documents which are not otherwise provided herein or in any of the annexes to this Agreement shall form part of the contract;
2. The CONTRACTOR'S Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the PROCURING ENTITY'S bid evaluation shall be deemed to

form and be read and construed as part of this Agreement;

3. The following documents are also attached and made integral parts of this Agreement:

- 2.1. Annex "E" - Bid Form
- 2.2. Annex "F" - Certificate of Availability of Funds
- 2.3. Annex "G" - Technical Specifications / Terms of Reference
- 2.4. Annex "H" - General Conditions of the Contract
- 2.5. Annex "I" - Special Conditions of the Contract
- 2.6. Annex "J" - Supplemental Bid Bulletin No. 1 & 2
- 2.7. Annex "K" - Performance Security Certificate

In case of conflict or inconsistencies between or among the provisions of this Agreement and any of the documents annexed to this Agreement, the provisions of the Technical Specifications / Terms of Reference (ANNEX "G") and Supplemental Bid Bulletin No. 1 and 2 (ANNEX "J") shall be controlling.

4. The CONTRACTOR shall deliver the goods and services to the PROCURING ENTITY within the period prescribed in the Technical Specifications / Terms of Reference under Annex J: Supplemental Bid Bulletin No.2.
5. The CONTRACTOR shall ensure that each of its personnel/employees assigned to enter and perform work in the premises of the Procuring Entity and to partake in the execution and implementation of this Agreement shall execute and sign a Non-Disclosure Agreement to be submitted to the Procuring Entity prior to the commencement of their service. Both Parties hereby agree to keep confidential all information obtained in connection with this Agreement, including any technical drawings and plans, and will implement and maintain safeguards to further ensure and protect the confidentiality of such information. Such confidential information shall not, without the prior written consent of the Procuring Entity, be disclosed or used for purposes other than those necessary for implementing the objectives of this Agreement. This duty of confidentiality shall survive the duration of this Agreement.
6. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions stated in item "XX" of the Technical Specifications, which is attached to and made an integral part of this Agreement.
7. This Agreement shall be effective upon compliance with the issued Notice to Proceed or upon the signing of this Agreement for a period of twelve (12) months, or until compliance by both Parties of their respective undertakings including the expiration of the Warranties hereunder, whichever occurs last, unless earlier terminated.
8. **Dispute Resolution.** – The Parties shall exert their best effort/s to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement, through negotiation/s. In the event that an amicable settlement cannot be achieved within sixty (60) days from the date on which either Party has

served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines to the exclusion of all other venues. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute.

9. **Governing Law and Jurisdiction.** – This Agreement shall be governed, construed, and enforced in accordance with Philippine law, rules, and regulations.
10. It is understood that there exists no employer-employee relationship between the Procuring Entity and the Contractor and their respective officers, employees and representatives.
11. Neither party nor any of its officers, directors, managers, employees, agents, and representatives shall be liable to the other party or any of its officers, directors, managers, employees, agents, and representatives for any loss, liability, damage or expense arising out of or in connection with the performance of any services contemplated in this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct or negligence of such officer, director, manager, employee, agent, or representative.
12. Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the Procuring Entity. The Contractor warrants that it shall hold free and harmless the Procuring Entity from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.
13. Both parties warrant that they have not assigned and will not assign to any third party any cause of action, obligation, or demand of any nature whatsoever relating to any matter covered by this Agreement without the prior written consent of the other party.
14. This Agreement, the GCC, Special Conditions of the Contract (SCC) and the Technical Specifications encapsulate the full agreement between the Parties and any subsequent alteration, modification or amendment of the aforementioned documents or any of their provisions shall be subject to mutual consent of both Parties and shall be made in writing.
15. The Contractor shall indemnify, defend, and hold harmless the Procuring Entity of any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of

the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

16. This Agreement shall be binding on the parties' respective successors or assigns.

17. The Parties agree that if any provision of this Agreement is judicially declared to be void, invalid, or otherwise unenforceable, said provision shall not invalidate the remaining provisions thereof. The parties shall, subject to their mutual agreement, promptly amend this Agreement and/or execute such additional documents as may be necessary to give legal effect to the void, invalid or unenforceable provision in a manner that, when taken with the remaining provisions, will achieve the intended purpose of the void, invalid or otherwise unenforceable provision.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 15 DEC 2022 in Pasay City, Metro Manila.

**For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS**

**For the Contractor:
V.B. COLUMNNA CONSTRUCTION
CORPORATION**


By: **HON. ANTONIO A. MORALES**
Undersecretary for Administration and
Head of the Procuring Entity


By: **MR. MANUEL A. LARITA**
Authorized Representative

WITNESSES


LYRIB F. FOLGENCIO

DFA Chief Accountant


APOLINARIO S. C. LANTING

V.B. COLUMNNA CONSTRUCTION
CORPORATION

ACKNOWLEDGEMENT

Republic of the Philippines)
QUEZON CITY) s.s.

DEC 15 2022

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on _____, personally appeared HONORABLE ANTONIO A. MORALES, Undersecretary for Administration of the Department of Foreign Affairs and MR. MANUEL A. LARITA, Authorized Representative of V.B. COLUMNA CONSTRUCTION CORPORATION., known to me to be the same persons who executed the foregoing AGREEMENT FOR THE DFA AUDITORIUM REHABILITATION AND RETROFITTING which instrument consists of _____ pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:


NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	D0009237A	DFA MANILA	07 DEC 2021
MANUELA A. LARITA	NOI-20-021211		12/20/2024

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

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Book No. x1
Series of 2022

Cevillareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2022
PTR NO. 2442851/ 1/3/2022
IBP NO. 167802/ 11 25, 2022
AGM MATTER NO. NP-005(2022-2023)
MCLE VI-0030379 / 02/21/2020
TIN NO. 131-942754 - Roll No. 30457

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF INTERIOR
OFFICE OF THE REGISTRAR GENERAL



LARITA, MARIE ROSARIO

Identification No. **1978/12/01**

5002 CASHWOODS AVE CASHWOODS SANTA RITA

Issue No. **NOI-28-021111** Expiration Date **2004/12/31** Agency Code **MOI**

Sex **F** Age **22** Hair Color **BROWN**

Religion **C** Citizenship **A**

[Signature]
JOSEPH C. CALAMANTE
 Registrar General

IN CASE OF EMERGENCY CONTACT
 THE OFFICE OF THE REGISTRAR GENERAL
 DEPARTMENT OF INTERIOR
 1000 SOCCO ROAD, PASAY CITY
 TEL NO. 89111111


TERMS AND CONDITIONS

1. THIS CARD IS VALID ONLY IN THE PHILIPPINES
2. IT IS NOT VALID FOR TRAVEL TO OTHER COUNTRIES
3. IT IS NOT VALID FOR EMPLOYMENT OUTSIDE THE PHILIPPINES
4. IT IS NOT VALID FOR STUDY OUTSIDE THE PHILIPPINES
5. IT IS NOT VALID FOR VISA APPLICATIONS OUTSIDE THE PHILIPPINES
6. IT IS NOT VALID FOR ENTRY INTO OTHER COUNTRIES
7. IT IS NOT VALID FOR ENTRY INTO THE PHILIPPINES IF THE HOLDER IS A FOREIGNER

CONDITIONS

1. THIS CARD IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE
2. IT IS NOT VALID FOR TRAVEL TO OTHER COUNTRIES
3. IT IS NOT VALID FOR EMPLOYMENT OUTSIDE THE PHILIPPINES
4. IT IS NOT VALID FOR STUDY OUTSIDE THE PHILIPPINES
5. IT IS NOT VALID FOR VISA APPLICATIONS OUTSIDE THE PHILIPPINES
6. IT IS NOT VALID FOR ENTRY INTO OTHER COUNTRIES
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Account No. **153824917**



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